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MEMORANDUM OF UNDERSTANDING

INTERNATIONAL FEDERATION OF PROFESSIONAL & TECHNICAL ENGINEERS

LOCAL 21, AFL-CIO

FOR FISCAL YEARS

1987-88 AND 1988-89

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter Memorandum of Agreement) is entered into by the City and County of San Francisco (hereinafter City) through its designated representatives acting on behalf of the Board of Supervisors and the International Federation of Professional and Technical Engineers, Local 21, AFL-CIO (hereinafter Union).

ARTICLE I: REPRESENTATION

1 A. Recognition. The City acknowledges that the Union has been certified by the Municipal Employees Relations Panel or the Civil Service Commission as the recognized employee representative, pursuant to the provisions set forth in the City's Employee Relations Ordinance for the following representation units or subunits:

1JJ, 8L, 1O, 8M, 11F, 11J, 8JJ, 11P, 8N, 11E, 8S, 11H, 8O, 11D, 8Q, 11G, 8R, 11R, 8T, 11I (See Appendix A, "Represented Classes and Rates of Pay," for listing of classifications.)

The terms and conditions of this Agreement shall also be automatically applicable to any classifications for which the Union has become appropriately recognized during the term of this Agreement.

B. Intent.

2 1. Jurisdiction. It is the intent of the parties signatory hereto that the provisions of this Agreement shall not become binding until adopted or accepted by the Union and by the Board of Supervisors appropriate action. Moreover, it is the intent of the Board of Supervisors acting on behalf of the City to agree to wages, hours and other terms and conditions of employment as are within the Board's jurisdiction, powers, and authority to act as defined by the Charter, state law, California Constitution and other applicable bodies of the law. The Board does not intend nor attempt to bind any board, commission or officer to any provisions of this Agreement over which the Board believes it has no jurisdiction. Provisions of this Memorandum which are in conflict with provisions of ordinances, resolutions, rules or regulations over which the Board has jurisdiction to act, shall prevail. Unless an existing ordinance, resolution, rule or regulation is specifically discussed and changed, deleted or modified by the terms of this Memorandum, it shall be deemed to remain in full operational effect.

3 2. Changes in Working Condition. Pursuant to the provisions of the Meyers-Milias-Brown Act, as amended, the City agrees to notify the Union in advance of any proposed changes in working conditions within the scope of representation provided however, that consistent with state law in cases of emergency, action may initially be taken on working conditions without meeting the above conditions. In such instances, the City agrees to meet and confer as soon as possible after taking emergency action.

4 C. No Work Stoppages. It is mutually agreed and understood that during the period this Agreement is in force and effect the Union will not authorize or engage in any strike, slowdown or work stoppage. As required by the Charter, represented employees are also bound by the above. The City agrees not to conduct a lockout against any of the employees covered by this Agreement during the term of this Agreement.

5 D. Objective of the City. It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties to this Memorandum within their respective roles and responsibilities.

6 The Union recognizes the City's right to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees. To the extent required by Government Code Section 3504 and the Employee Relations Ordinance the City shall meet and confer with the Union on the establishment or revision of performance standards or norms.

7 Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable Charter provisions and rules and regulations of the Civil Service Commission.

8 E. Management Rights. The City and its departments retain all rights as set forth in the provisions in the Charter, existing ordinances and civil service rules establishing and regulating the civil service system; provided, however, that amendments to said existing ordinances and civil service rules may be proposed through the meeting and conferring process. These rights include, but are not limited to, the power, duty and right to, and retain employees, suspend or

terminate employees for proper cause, relieve employees of duties because of lack of work or lack of funds, establish performance standards and evaluate employees, determine and implement the methods, means, assignments, classifications and personnel by which operations are to be conducted, and to initiate, prepare, modify and administer its budget. The City and its departments have the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement. So long as these rules and regulations or any of the other rights in this paragraph do not conflict with any term or condition of this Agreement. The exercise of City rights does not preclude the Union from consulting or raising grievances on decisions which affect wages, hours and other terms, and conditions of employment. The City reserves the right to take whatever action may be necessary in an emergency situation; however, a recognized employee organization affected by the action shall be promptly notified. Any matter involving governmental operations vested by law in the Board of Supervisors and not covered by this Agreement is in the province of the Board of Supervisors.

9 F. Administrative Provisions. Many provisions of this Agreement are excerpted from the provisions of the 1987-88 Salary Standardization Ordinance (SSO). When such is the case, the section will be designated "EXCERPTED" and it is the intent that said language shall in no way amend or alter the meaning, interpretation or the administration of the Administrative Provisions of the 1987-88 or 1988-89 Salary Standardization Ordinance. When provisions of this Agreement relate to the same subject matter as provisions in the 1987-88 or 1988-89 Salary Standardization Ordinance but make changes therein and said section and provisions are not designated "EXCERPTED" then said provisions shall prevail. NUMERATION FOLLOWS SSO RATHER THAN THE AGREEMENT.

G. Grievance Procedures.

10 1. It is understood that all grievances arising between the parties signatory to this Agreement shall be resolved by utilizing Civil Service Commission Rule 18 as it exists at the time said grievance arises. For convenience of the parties and for informational purposes only, a copy of the Civil Service Commission Rule 18 is attached hereto and is identified as Appendix B.

11 If Rule 18 is no longer in effect or is amended so that its applicability is not binding on the parties hereto they will, upon request of either party, meet and confer for the purpose of negotiating a new procedure.

12 2. Disciplinary Actions. Discipline may be reviewed or appealed as provided by individual departmental policies or departmental negotiated agreements.

H. Official Representatives and Stewards.

13 1. Official Representatives. The Union may select as many as three (3) employee members of such organization from the appropriate unit represented by such organization to attend, during the regular duty or work hours without loss of compensation, meetings scheduled with the Director of Employee Relations, the appointing officer or a board or commission when such meetings have been scheduled for the purpose of meeting and conferring on matters within the scope of representation affecting such appropriate unit, and to participate in the discussions, deliberations and decisions at such meetings. If a situation should arise where the Union believes that more than three (3) employee members should be present at such meetings, the Union shall take the matter up with the Employee Relations Director and the parties shall attempt to reach agreement as to how many employees shall be authorized to participate in said meetings. The selection of such employee members or substitutions, or replacements therefor, and their attendance at meetings during their regular duty or work hours, shall be subject to the following:

14 a. The organization's duly authorized representative shall inform in writing the department head or officer under whom each selected employee member is employed that such employee has been selected.

15 b. No selected employee member shall leave the duty or work station, or assignment without specific approval of the employee's department head or authorized executive management official.

16 c. In scheduling meetings due consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employee members are employed.

17 2. Stewards.

a. The Union shall furnish the City with an accurate list of stewards and alternate stewards in designated or professional series units. The Union may submit amendments to this list at any

time because of the permanent absence of a designated steward. If a steward is not officially designated in writing, by the Union, none will be recognized for that area or shift.

18 b. The Union recognizes that it is the responsibility of the steward to assist in the resolution of grievances at the lowest possible level.

19 c. Upon notification of an appropriate management person, stewards or designated officers of the Union subject to management approval which shall not be unreasonably withheld, shall be granted reasonable release time to investigate and process grievances and appeals. Stewards shall advise their supervisors of the area or work location where they will be investigating or processing grievances. The Union will attempt to insure that steward release time will be equitably distributed.

20 d. In emergency situations, where immediate disciplinary action is taken because of an alleged violation of law or a City departmental rule (intoxication, theft, etc.) the steward shall not unreasonably be denied the right to leave his/her post or duty to assist in the grievance procedure.

21 e. Stewards shall not interfere with the work of any employee. It shall not constitute interference with the work of an employee for a steward, in the course of investigating or processing a grievance, to interview an employee during the employee's duty time.

22 f. The Board of Supervisors encourage departments to authorize stewards to orient new employees on matters concerning employee rights under the provisions of the Memorandum, other department agreements, if they exist, and other matters relating to their working conditions.

23 I. Union Leave. It is the policy of the Board of Supervisors that, pursuant to the rules of the Civil Service Commission, a leave of absence without pay for a reasonable term should be granted to a reasonable number of employees selected by the Union to transact Union business provided that ten (10) days written notice be given by the Union to the City.

24 J. Labor-Management Work Improvement Project (LMWIP). The parties to this Agreement recognize that the San Francisco LMWIP and its worksite committees provide a useful avenue for the resolution of employment problems relating to productivity and job satisfaction. The City and the Union jointly encourage voluntary participation in this project. The parties recognize that the San Francisco LMWIP is not a substitute for the negotiations process but rather a supplement to and may enhance the City's labor-management relations.

K. Union Security.

25 1. Authorization for Deductions. The City shall deduct Union dues, initiation fees, premiums for insurance programs and political action fund contributions from employee's pay upon receipt by the Controller of a form authorizing such deductions by the employee. The City shall pay over to the designated payee all sums so deducted.

26 2. Dues Deductions, once initiated, shall continue until the authorization is revoked in writing by the employee. For the administrative convenience of the City and the Union, an employee may only revoke a dues authorization by delivering the notice of revocation to the Controller during the month of January. The revocation notice shall be delivered to the Controller either in person at the Controller's office or by depositing it in the U.S. Mail addressed to the Office of the Controller; City Hall, Room 109; San Francisco, CA 94102; Attention: Dues Deduction, on or before January 30 of the fiscal year covered by this Agreement. The City shall deliver a copy of the notices of revocation of dues deductions authorizations to the Union within two (2) weeks of receipt and in the case of annual revocations received in January, not later than March 1.

3. Agency Shop

27 a. Application. Except as provided otherwise herein, the provisions of this section shall apply to all employees of the City in all classifications represented by the Union in represented units when on paid status. These provisions shall not apply to individual employees of the City in represented units who have been properly and finally determined to be management, confidential or supervisory employees pursuant to

Section 16.208 of the Employee Relations Ordinance. Except when an individual employee has filed a challenge to a management, confidential or supervisory designation, the Employee Relations Director and the Union shall meet as necessary for the purpose of attempting as necessary for the purpose of attempting to make such determinations by mutual agreement. The Employee Relations Director shall give the Union no less than ten (10) working days prior notice of any such proposed designation. Disputes regarding such designations shall be promptly resolved pursuant to Section 16.208 (B) of the Employee Relations Ordinance.

b. Implementation. An agency shop shall be implemented within representation units or subunits when:

1) Election. The Union has requested, in writing, an election on the issue, to be conducted by the State Conciliation Service and 50% plus one of those voting favor agency shop, or

2) 2/3 Membership. The Union makes a showing that 2/3 of the employees within the unit or subunit are dues paying members of the Union, or

3) New Employees. The Union requests, in writing, an agency shop be implemented for all employees hired after a date to be agreed to by the Union and the Employee Relations Division.

c. Service Fee. Upon such an event occurring, employees of the City in the particular unit or subunit, except as set forth below, shall, as a condition of continued employment, become and remain a member of the Union, or in lieu thereof, shall pay a service fee to the Union. The fair share service fee payment shall be established annually by the Union, provided that such fair share agency shop service fee will be used by the union only for the purposes permitted by law.

d. Financial Reporting. Annually, the Union will provide an explanation of the fee and sufficient financial information to enable the fair share service fee payer to gauge the appropriateness of the fee. The Union will

provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decisionmaker not chosen by the Union and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

33 e. Religious Exemption. Any employee of the City in a classification described in (a.) hereof, who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organizations and is recognized by the National Labor Relations Board to hold such objections to Union membership, shall, upon presentation of membership and historical objection satisfactory to the City and the Union be relieved of any obligation to pay the required service fee.

34 f. Payroll Deduction. The Union shall provide the Employee Relations Director and the City Controller with a current statement of membership fees. Such statement of membership fees shall be amended as necessary. The Controller may take up to thirty (30) days to implement such changes. Effective the second complete pay period commencing after the election or request or showing described in (b.) and each pay period thereafter, the Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each City employee described in (a.) hereof. Service fees from nonmembers shall be collected by payroll deduction pursuant to Administrative Code Section 16.90. Employees hired on or after the effective date of dues deductions shall receive and complete at the time of employment an authorization to deduct membership or agency fees. Failure to comply with this Section shall be grounds for termination. The Union, at its option may elect to waive its right to demand termination and instead utilize judicial process to compel payment. Effective with the first complete pay period worked by an employee newly employed in a classification described in (a.) hereof, and each pay period thereafter, the Controller shall make membership fee or service fee deductions, as appropriate, from the regular payroll warrant of each such employee. Nine (9) working days following payday the Controller will promptly pay over to the Union all sums withheld for membership

or service fees.

35 g. Employee Lists. The Controller shall also provide with each payment a list of employees paying membership fees and a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number and amount deducted.

36 A list of all employees in represented classes shall be provided to the Union monthly. Nothing in this Section shall be deemed to have altered the City's current obligation to make insurance program or political action deductions when requested by the employee.

37 h. Indemnification. The union agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this section.

38 L. Management, Confidential and Supervisory Employees. The Employee Relations Division and representatives of the Union shall meet and confer during the term of this Memorandum of Understanding effective on and after July 1, 1987 in order to examine the adequacy of the management, confidential and supervisory definitions contained in the Employee Relations Ordinance and make recommendations to the Board of Supervisors for their amendment if necessary.

39 M. Bulletin Boards. Reasonable space may be allowed on bulletin boards for use by the Union to communicate with employees as may be agreed between the Union and the affected department head in a supplemental memorandum.

40 N. Mail and Phone Systems. The Union may make reasonable use of the City's interoffice mail system and any request installation of a Centrex telephone line at the Union's expense to communicate with appointing officers, personnel officers, stewards and officers of the Union.

41 O. Discipline. It is the policy of the Board of Supervisors that upon the request of an affected represented employee, a department should inform the Union, in writing, of intent to take serious disciplinary actions (suspensions and dismissals) against that employee.

ARTICLE II: EMPLOYMENT CONDITIONS

42 A. Non-Discrimination. The City and the Union agree that this Agreement shall be administered in a nondiscriminatory manner and that no person employed or applying for employment shall in any way be discriminated against because of race, color, creed, religion, sex, sexual preference, national origin, physical handicap, age, political affiliation or opinion or union membership or activity, or nonmembership, nor shall a person be the subject to sexual harassment. The City shall expedite the handling of complaints of sexual harassment pursuant to Section 1.03 F of the Civil Service Rules and Section 16.9-25 of the Administrative Code.

43 B. Professional Standards. An employee who believes that he/she will suffer adverse action for refusing to perform duties or being required to perform duties in a manner inconsistent with professional ethics may request a meeting with the Appointing Officer (or designee) to address such concerns. "Professional ethics" as used in this provision refers to a standard of professional ethics published by a professional association or recognized as a standard in the field or industry in which the employee works.

C. Subcontracting of Work (City Charter Section 8.300 and 8.300.1).

44 1. Notification. The City agrees to notify the Union as soon as practicable, but in no event later than the date the Purchaser is sent bid requirements, when contracting out of a City service or the lettering of a personal services contract is contemplated.

45 Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out or the personal services contract proposed to be let. Prior to any final action being taken by the City to accomplish the contracting out, the City agrees to hold information meetings with the Union to discuss and attempt to resolve issues relating to such matters including, but not limited to,

46 a. possible alternatives to contracting or subcontracting;

47 b. questions regarding current and intended levels of service;

c. questions regarding the Controller's certification pursuant to Charter Section 8.300-1;

d. questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and

e. questions relating to the effect on individual worker productivity by providing labor saving devices.

The City agrees that it will take all appropriate steps to insure the presence at said meetings of those officers and employees (excluding the Board of Supervisors) of the City who are responsible in some manner for the decision to contract so that the particular issues may be fully explored by the Union and the City.

2. If management positions are contracted out, the Employee Relations Division shall arrange for the provision to concerned employees and the Union the understandings and agreements setting forth such arrangements and shall request the involved departments to clearly spell out the line of authority.

3. Personal Services Contracts. The General Manager of the Civil Service Commission has agreed to direct all departments to notify the Union of personal services contracts which the department proposes to let prior to the department referring them to the Commission staff.

D. Workforce Reduction.

1. Obligation to Meet and Confer on Workload Standards. The City and Union acknowledge that there has been and may continue to be a reduction in the City workforce primarily as a result of reduced revenue and inflation.

The City recognizes its legal obligation to meet and confer in good faith and endeavor to reach agreement on workload standards.

The City shall provide any written information relating to staffing levels and workload in a given department upon written request to the Employee Relation Division, with any reproduction costs above single copies to be paid by the Union.

57 The Board of Supervisors, realizing staffing reductions could result in increased workload pressure upon the remaining employees, urges departments to take no adverse action against any employee who refuses to do the work of more than one person following such reductions in force.

This section does not affect the right of the City and its departments to reorganize work of any part of the workforce or departments or divisions, subject to budgetary, Civil Service and Charter requirements and considerations, and subject to Meyers-Milias-Brown Act (Government Code Section 3500 et seq.).

58 2. Credit for Time Served in Temporary Position While on Layoff from Permanent Position. EXCERPTED from SSO Section IX.G. An employee who has completed probation in a permanent position and who:

59 a. is "laid off" from said position,

60 b. is immediately and continuously employed in another classification with the City, either permanent or temporary, and

61 c. is thereafter permanently re-employed in his/her former classification without a break in service,

62 shall, for the purposes of determining salary increments, receive credit for the time served while laid off from his/her permanent position.

63 E. Automobile Allowance. The City agrees to appropriate sufficient funds to the Assessor's Office, the Department of Public Works and the Treasurer's Office, Tax Collector Division, Business Tax Section to pay to employees in the following classifications required to drive an automobile for City business, an automobile allowance of $30.00 per month in fiscal year 1987-88 and 1988-89.

64 4220 Personal Property Auditor
4222 Senior Personal Property Auditor
4224 Principal Personal Property Auditor
4225 Assistant Chief Personal Property Auditor
6230 Street Inspector
6231 Senior Street Inspector
6232 Street Inspection Supervisor
6270 Housing Inspector
6272 Senior Housing Inspector
6274 Chief Housing Inspector

65 F. Parking Facilities. Upon request of the Union, the Employee Relations Division shall approach the Mayor, the Board of Supervisors and/or other appropriate parties of interest in order to attempt to provide sufficient, secure parking facilities for employees at the department in question. Included in such discussions may be the development of a shuttle service; patrol and escort service and/or the building of a parking structure. The Employee Relations Division will invite departmental representatives to participate in such discussion as necessary.

66 G. Out-of-Area Audits - Personal Property Auditors. Personal Property Auditors while performing audits outside the nine Bay Counties shall receive in addition to any other authorized reimbursements, $15.00 per day for miscellaneous expenses. Employees receiving this payment shall not otherwise be reimbursed for tips and transportation related expenses such as taxi fares and highway and bridge tolls unless the expense for an individual item is supported by a receipt in an amount in excess of $5.00.

67 H. Mileage Allowance. The City shall provide City vehicles for the use of City employees while traveling in the course of their duties for the City. In the event such vehicles are not available, the appointing officer may request employees to use their own vehicle for City business. Employees using their own vehicle for City business shall be reimbursed for expenses incurred at the rate of twenty-five (25) cents per mile and for all necessary parking and toll expenses. The above mileage rate shall be increased each calendar quarter by one (1) center per mile for each ten (10) cents increase in the average cost of gasoline as defined for "gasoline all types" per gallon in the Energy Report published by the Bureau of Labor Statistics, U.S. Department of Labor. The base period against which increases shall be measured shall be the average price per gallon established for July 1, 1982. Said rate shall be fixed by the Controller within two (2) weeks of his receipt of the above report.

68 I. Airport Travel Pay. (First Paragraph) EXCERPTED from SSO Section IV.S. Employees who reside within the City and County of San Francisco and are assigned to work at San Francisco International Airport shall be reimbursed for travel expenses to and from San Francisco International Airport in the amount of $2.30 per day. In order for an employee to be eligible for this benefit, he or she must file a verified affidavit with the Civil Service Commission stating that their legal residence is at a particular address in the City and County of San Francisco.

Should the SAMTRANS one-way rate from San Francisco to San Francisco International Airport increase above $2.30 as of March 1, 1988, the rate for airport travel pay will be increased a like amount effective July 1, 1988.

ARTICLE III: PAY, HOURS AND BENEFITS

69 A. Wages. The wage rates for the employees covered by this Agreement were determined pursuant to Sections 8.401 and 8.407 of the Charter and are set forth in Appendix A, "Represented Classes and Rates of Pay."

70 1. Project Management. EXCERPTED from SSO Section IV.DD. A permanent employee who is assigned by the appointing officer as a project manager as described by the specifications for classes 5502, 5504, 5506 or 5508 shall receive the rate of pay of the appropriate project manager classification during such assignment.

		1987-88		
		Biweekly	Monthly	Annual
5502	Project Manager I	$1956	$4271	$51,247
5504	Project Manager II	$2263	$4941	$59,291
5506	Project Manager III	$2684	$5860	$70,321
5508	Project Manager IV	$3108	$6786	$81,430

All assignments are subject to review and approval by the General Manager, Personnel.

An employee covered by this Agreement who is assigned to a Project Manager position shall continue to be represented by Local 21 and shall continue to receive all of the benefits granted in this Agreement.

71 2. Licensed Civil/Structural Engineers. EXCERPTED from SSO Section IV.CC. Licensed civil engineers in civil engineering classifications who also possess and maintain a structural engineer's license issued by the State of California and who are assigned structural engineering work shall be paid a premium of 2.0 steps in additions to their current rate of pay when so assigned as certified by the appointing officer.

72 3. Certificate of Competency. Employees in classes 5220, 5222, and 6106 who are required by the City to possess a Certificate of Competency by either the State Water Resources Control Board of the California State

Department of Health in order to perform their job duties shall receive a four (4) percent premium in addition to his/her basic wage.

73 4. Health Program Coordinators (in class 2589, 2591 and 2593) and 2478 Senior Sewage Treatment Chemist who are required by the City to possess a Certificate of Competency by either the State Water Resources Control Board or the California State Department of Health in order to perform their job duties shall receive a one (1) percent premium in addition to his/her basic wage.

74 6. Interest On Pay Due To Employees. (EXCERPTED from SSO Section IV.EE) Commencing July 1, 1984, the City shall pay to its employees interest earned by the City on wages due to employees during each payroll processing period. The "Payroll processing period" is defined as that period beginning at midnight of the day the pay period closes and ending at midnight of the day immediately preceding the day on which the warrants for the regular bi-weekly pay are available for distribution to employees. The number of days in the payroll processing period is referred to hereinafter as "NDPPP."

75 The Controller shall make the interest payment to employees once every year as set forth in this section. The initial interest payment shall be made within 90 days after the date that all city departments have been converted to the new "Human Resources +" Payroll System or June 30, 1985, whichever is the later date. The initial payment shall be for the interest earned by the employee pursuant to this section for the fiscal year ending June 30, 1985. Thereafter interest payments shall be made within 90 days of the end of each fiscal year.

The calculation for the interest shall be as follows:

76 1. The Treasurer shall compute the net average interest earning rate on the City pooled investments for the fiscal year or portion thereof covered by this section and certify the net annual rate of return (hereinafter NARR) to the Controller.

77 2. In computing the interest on all wages due to employees under the terms of this Section, the Controller shall deduct, from the total amount of the interest earned, the costs of calculating the earned interest and all other expenses incurred by the City in implementing the policy set forth in this section.

78 3. The interest shall be payable on net pay due and actually received (hereinafter NPDAR) by employees during the fiscal year or portion thereof covered under the terms of this section excluding the portion of the employees' wages withheld for taxes, retirement, dues and voluntary and involuntary deductions of any kind.

79 4. Interest shall not be payable upon any overtime, holiday or differential pay that is not included in the regular pay warrant.

80 5. The Controller shall calculate the interest payment to employees using the following formula:

Interest Due = The Employees NPDAR x (NDPPP/365 x NARR)

81 Interest shall be payable only to the extent interest was actually, earned, as certified by the Treasurer pursuant to this Section, and only to the extent that appropriations have been made therefor in each annual appropriation ordinance.

Employees will be entitled to interest on their wages pursuant to this Section only when the department in which the employee is working has been converted to the new "Human Resources +" Payroll System. Employees shall be entitled to the interest computed under this Section commencing at midnight of the closing date of the first pay period following the completion of the conversion.

No interest payment shall be made if the amount due any employee, as computed pursuant to the provisions of this section, is less than one dollar ($1).

82 B. Charter Amendments. The Board of Supervisors agrees to meet and confer with the Union before submitting to the voters any proposed Charter amendments regarding wages, health care, vacations or retirement benefits during the term of this Agreement.

83 C. Salary Step Plan and Salary Adjustments. EXCERPTED from SSO Section VII, (except for Paragraph 87)

84 (VII.A) Appointments to positions in the City and County service shall be at the entrance rate established for the position except as otherwise provided herein.

85 (VII.A.1) Promotive Appointment in a Higher Class. An employee or officer who is a permanent appointee following completion of the probationary period or six

months of permanent service, and who is appointed to a position in a higher classification, either permanent or temporary, deemed to be promotive by the Civil Service Commission shall have his/her salary adjusted to that step in the promotive class as follows:

86 (VII.A.1.a) If the employee is receiving a salary in his/her present classification equal to or above the entrance step of the promotive class, the employee's salary in the promotive class shall be adjusted to two steps in the compensation schedule over the salary received in the lower class but not above the maximum of the salary range of the promotive classification.

87 (VII.A.1.b) If the employee is receiving a salary in his/her present classification which is less than the entrance step of the salary range of the promotive classification, the employee shall receive a salary step in the promotive class which is closest to an adjustment of 10% above the salary received in the class from which promoted. The proper step shall be determined by the biweekly compensation schedule and shall not be above the maximum of the salary range of the promotive class.

88 (VII.A.1.c) If the appointment deemed promotive described in VII.A.1 above is a temporary appointment, and the employee, following a period of continuous service at least equal to the prescribed probationary period is subsequently given another appointment either permanent or temporary, deemed promotive from the prior temporary appointment class, the salary step in the subsequent promotive appointment shall be deemed promotive in accordance with Sections VII.A.1.a and b above.

89 For purpose of this section, appointment of an employee as defined herein to a position in any class the salary schedule for which is higher than the salary schedule of the employee's permanent class shall be deemed promotive.

90 (VII.A.2) Nonpromotive Appointment. When an employee accepts a nonpromotive appointment in a classification having the same salary schedule, or lower salary schedule, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment, or if the salary steps do not match, then the salary step which is immediately in

excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary schedule. Further increments shall be based upon the seniority increment anniversary date in the prior appointment.

91 (VII.A.3) Appointment Above Entrance Rate. Upon the request of an appointing officer, permanent or exempt appointments may be made at any step in the compensation schedule upon recommendation of the General Manager, Personnel and the approval of the Civil Service Commission under the following conditions:

92 (VII.A.3.a) A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification.

93 (VII.A.3.b) Loss of compensation would result if appointee accepts position at the normal step.

94 (VII.A.3.c) A severe, easily demonstrated and documented recruiting and retention problem exists, such that all City appointments in the particular class should be above the normal step; and

95 (VII.A.3.d) The Controller certifies that funds are available. To be considered, request for adjustment under the provisions of this Section must be received in the offices of the Civil Service Commission not later than the end of the fiscal year in which the appointment is made.

96 (VII.A.4) Determination of Pay for Position Formerly Exempt. When a position in the municipal service has been exempt from the salary standardization provisions of the Charter and becomes subject thereto, or when a position becomes subject to the salary standardization provisions of the Charter through acquisition of a public utility, the salary of the employee holding such position shall be calculated by including credit for continuous paid or nonpaid service in the position immediately prior to its becoming subject to salary standardization.

97 (VII.A.5) Exempt Appointive Position. An employee who holds an exempt appointive position whose services are terminated, through lack of funds or reduction in force, and is thereupon appointed to another exempt appointive position with the same or lesser salary

schedule, shall receive a salary in the second position based upon the relationship of the duties and responsibilities and length of prior continuous service as determined by the Civil Service Commission.

98 (VII.A.6) Reappointment within Six Months. A permanent employee who resigns and is subsequently reappointed to a position in the same classification within six (6) months of the effective date of resignation shall be reappointed to the same salary step that the employee received at the time of resignation.

(VII.B.) Compensation Adjustments.

99 (VII.B.1) Prior Fiscal Year Promotion. When an employee promoted to a higher class during a prior fiscal year receives a lesser salary than if promoted in the same class and from the same schedule step during the current fiscal year his/her salary shall be adjusted on July 1, to the rate he/she would have received had he/she been promoted in the current fiscal year. The Civil Service Commission is hereby authorized to adjust the salary and anniversary increment date of any employee promoted from one class to a higher classification who would receive a lesser salary than an employee promoted at a later date to the same classification from the same salary step in the same base class from which the promotional examination was held.

100 (VII.B.2) Salary Increase in Next Lower Rank Classification. When a classification that was formerly a next lower rank in a regular civil service promotional examination receives through salary standardization a salary schedule higher than the salary schedule of the classification to which it was formerly promotive, the Civil Service Commission shall authorize a rate of pay to an employee who was promoted from such lower class equivalent to the salary he/she would have received had he/she remained in such lower class, provided that such employee must file with the Civil Service Commission an approved request for reinstatement in accordance with the provisions of the Civil Service Commission rule governing reinstatements to the first vacancy in his/her former classification, and provided further that the increased payment shall be discontinued if the employee waives an offer to promotion from his/her current classification or refuses an exempt appointment to a higher classification. This provision shall not apply to

offers of appointment which would involve a change of residence.

101 (VII.B.3) Flat Rate Converted to Salary Range. An employee serving in a class in the prior fiscal year at a flat rate which is changed to a compensation schedule number during the current fiscal year, shall be paid on the effective date of such change the step in the current salary schedule closest to, but not below, the prior flat rate and shall retain the original anniversary date for future increments, when applicable.

102 (VII.B.4) Continuation of Salary Step Earned Under Temporary Appointment. When an employee is promoted under temporary appointment to a higher classification during a prior fiscal year and is continued in the same classification without a break in service in the current fiscal year, or is appointed to a permanent position in the same classification, such appointment shall be in accordance with the same provisions of this ordinance, provided that the salary shall not be less than the same step in the salary schedule the employee received in the immediately prior temporary appointment.

103 (VII.B.5) Credit for Temporary Service. A temporary employee certified from a regular civil service list who has completed six months or more of temporary employment within the immediately preceding one year period before appointment to a permanent position in the same class shall be appointed at the next higher step in the salary schedule and to successive steps upon completion of the six months or one year required service from the date of permanent appointment. These provisions shall not apply to temporary employees who are terminated for unsatisfactory services or resign their temporary position.

104 (VII.B.6) Salary Anniversary Date Adjustment. Permanent employees working under limited tenure appointment in other classifications or temporary appointments from eligible lists in other classifications shall have their salary adjusted in the limited tenure or temporary class when such employees reach their salary anniversary date in their permanent class.

VII.C. Compensation Upon Transfer or Re-Employment.

105 (VII.C.1) Transfer. An employee transferred in accordance with Civil Service Commission rules from one department to another, but in the same classification, shall transfer at his/her current salary, and if he/she is not at the maximum salary for the class, further increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former department.

106 (VII.C.2) Reemployment in Same Classification Following Lay Off. An employee who has acquired permanent status in a position and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid the salary step attained prior to layoff.

107 (VII.C.3) Reemployment In an Intermediate Classification. An employee who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted and who is subsequently laid off and returned to a position in an intermediate ranking classification shall receive a salary based upon actual permanent service in the higher classification, unless such salary is less than the employee would have been entitled to if promoted directly to the intermediate classification. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.

108 (VII.C.4) Reemployment in a Formerly Held Classification. An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a classification formerly held on a permanent basis shall receive a salary based upon the original appointment date in the classification to which the employee is returned. An employee who is returned to a classification not formerly held on a permanent basis shall receive a salary in accordance with Section VII.A.3.b.

109 D. Seniority Increments. EXCERPTED from SSO Section IX (where applicable).

(IX.A) Entry at the First Step.

110 (IX.A.1) Permanent employees shall advance to the second step upon completion of six months service and to each successive step upon completion of one year required service.

111 (IX.B) Entry at Other Than the First Step. Employees who enter a classification at a rate of pay at other than the first step shall advance one step upon completion of one year required service. Further increments shall accrue following completion of the required service at this step and at each successive step.

112 (IX.C) Conversion from Salary Set by Charter Section 8.400. An employee appointed to a position in a classification, the compensation for which was fixed in the prior fiscal year pursuant to Section 8.400 of the Charter, shall receive in the current fiscal year a compensation within the salary range fixed in this ordinance based upon the employee's service in said classification.

113 (IX.D) Date Increment Due. Increments shall accrue and become due and payable on the next day following completion of required service as a permanent employee in the class, unless otherwise provided herein.

114 (IX.E.) Schedule of Salary Increments. The schedule of seniority increments as set forth at the end of Section XII is hereby made a part of the schedules of compensation.

115 (IX.F) Exceptions. An Employee shall not receive a salary adjustment based upon service as herein provided if he/she has been absent by reason of suspension or on any type of leave without pay (excluding a military, educational, or industrial accident leave) for more than one-sixth of the required service in the anniversary year, provided that such employee shall receive a salary increment when the aggregate time worked since his/her previous increment equals or exceeds the service required for the increment, and such increment date shall be his/her new anniversary date; provided that time spent on approved miliary leave or in an appointive or promotive position shall be counted as actual service when calculating salary increment due dates.

116 When records of service required for advancement in the step increments within a compensation schedule are established and maintained by electronic data processing, then the following will apply: An employee certified to permanent appointment or appointed to a permanent position exempt from civil service, shall be compensated under such appointment at the beginning step of the compensation schedule plan,

unless otherwise specifically provided for in the Salary Standardization Ordinance. Employees under permanent civil service appointment shall receive salary adjustments through the steps of the compensation schedule plan by completion of actual paid service in total scheduled hours equivalent to one year or six months, whichever is applicable.

117 Paid service for this purpose is herein defined as exclusive of any type of overtime but shall include military or educational leave without pay.

118 Advancement through the increment steps of the compensation schedules shall accrue and become due and payable on the next day following completion of required service as a permanent appointee in the class; provided that the above procedure for advancement to the compensation schedule increment steps is modified as follows:

(IX.F.1) An Employee who during that portion of his/her anniversary year prior to January 1, 198 7, is absent without pay for a period less than one-sixth of the time required to earn the next increment will have such absence credited as if it were paid service for the purposes of calculating the date of the increment due during calendar year 198 7.

(IX.F.2) An employee who during that portion of his/her anniversary year prior to January 1, 198 7, is absent without pay for a period in excess of one-sixth of the time required to earn the next prior increment will be credited with actual paid service prior to January 1, 198 7.

119 E. Overtime. EXCERPTED from SSO Section V (where applicable).

120 (V.A) Compensation. Appointing officers may require employees to work longer than the normal work day or longer than the normal work week. Any time worked under proper authorization of the appointing officer of his/her designated representative or any hours suffered to be worked by an employee, exclusive of part-time employees, in excess of the regular or normal work day or week shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate which may include a night differential if applicable; provided further, that employees working in a flex-time program shall be entitled to overtime compensation as provided herein when required to work more than eight hours in a day or eighty hours per payroll period. Overtime compensation so earned shall

be computed subject to all provisions and conditions set forth herein.

121 The Civil Service Commission shall determine whether work in excess of eight (8) hours a day performed within a sixteen (16) hour period following the end of the last preceding work period shall constitute overtime or shall be deemed to be work scheduled on the next work day.

122 No appointing officer shall require an employee not designated by a "Z" symbol in the Annual Salary Ordinance to work overtime when it is known by said appointing officer that funds are legally unavailable to pay said employee, provided that an employee may voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time and one-half, pursuant to the provisions of Section V.B.

123 (V.B) Employees occupying executive, administrative, or professional positions designed by a "Z" symbol in the Annual Salary Ordinance shall not be paid for overtime worked but may be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of normal work schedules.

124 Non "Z" designated employees who are required or suffered to work overtime shall be paid in salary unless the individual employee requests compensatory time off in lieu of paid overtime providing the request is approved by the appointing officer. Compensatory time shall be earned at the rate of time and one-half. Request to receive compensatory time shall be made in writing and shall be submitted to the appointing officer or designated representative as soon as possible and in no event later than the end of the first pay period following the pay period in which the overtime was worked. In lieu, compensatory time off shall be taken at a time mutually agreeable to the employee and the appointing officer in the fiscal year earned subject to the following conditions:

125 1. If the appointing officer and the employee are unable to mutually agree on when time off shall be taken, any accrued time off shall be paid at the end of the fiscal year; or,

2. If the appointing officer and the employee mutually agree, compensatory time off may be taken during the succeeding six (6) month period following the end of the fiscal year in which the

compensatory time was earned. However, if the compensatory time cannot be enjoyed by the employee in said subsequent six (6) month period, he/she shall be paid in cash.

126 (V.C.) Recordation of Overtime. All overtime worked which is authorized by the appointing officer shall be recorded on separate timerolls. Compensation for overtime worked as provided in this section shall be paid on an hourly basis. The Civil Service Commission shall establish a schedule of hourly rates and this schedule shall be in accordance with the provisions of Section 8.401 of the Charter. When improved methods of payroll processing are implemented and with the approval of the General Manager, Personnel and the Controller, such overtime may be recorded on the regular timerolls. (End of SSO.)

127 F. Overtime. It is the policy of the Board of Supervisors to discourage the use of overtime except because of temporary conditions or an emergency. Further, when overtime is necessary it shall be distributed fairly, subject to employee qualifications and availability.

128 G. Night Differential. EXCERPTED from SSO Section IV (where applicable).

(IV.A) Night Duty. Employees shall be paid 8% (eight percent) more than the base rate for hours worked between 5:00 P.M. and 7:00 A.M., if the employee works at least one (1) hour of his/her shift between 5:00 P.M. and 7:00 A.M., excepting those employees participating in an authorized flex-time program and who voluntarily work between the hours of 5:00 P.M. and 7:00 A.M.

129 (IV.A.4) Exceptions. For classes 1650 and 1652 Accountant, 1652 Senior Accountant, 1654 Principal Accountant and 1656 Head Accountant, any shift immediately following a regular day shift or commencing during any period of a day shift shall be considered a night shift and employees working on such shift shall be paid ten percent (10%) above the regular day shift as set forth herein. A subsequent shift shall be known as a midnight shift and shall be paid fifteen percent (15%) above the regular day rate.

130 H. Standby Pay. Employees who, as part of the duties of their positions are required by the appointing officer to standby when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid 25 percent of their

regular straight time rate of pay for the period of such standby service, except that employees shall be paid ten (10) percent of their regular straight time rate of pay for the period of such standby service when outfitted by their Department with an electronic paging device, and the employee voluntarily accepts said standby service. When such employees are called on to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein. No employee shall be compensated for standby service unless the appointing officer assign said employee to such standby service and until funds for the compensation for such standby service have been appropriated by the Board of Supervisors.

131 I. Temporary Employees.

The City agrees to continue the principles and practices of the "Temporary Employees Letter of Agreement" in order to eliminate the hiring of long-term temporary employees.

During the term of this agreement:

1. The City shall require that all positions where the work is not of a temporary nature be budgeted as permanent or declared permanent. All temporary requisitions will be reviewed to determine whether the work is of a temporary nature. The Union will have access to all temporary requisitions.

2. All examinations and appointments shall be made in accordance with appropriate Charter and Civil Service rules.

3. Membership in the Health Service System shall include, in addition to members of the Retirement System, all employees with six (6) or more months of continuous service whose normal workweek at the time of inclusion in the system is not less than 20 hours.

4. Any dispute concerning this section which falls under the jurisdiction of the Civil Service Commission shall not be grievable, but shall be appealable to the Civil Service Commission as provided under Civil Service Rule 5.06.

J. Pay Equity. Pay Equity adjustments pursuant to Proposition H (of November 1986) which added Charter Section 8.407-1 regarding Pay Equity shall be according to the provisions set forth in Appendix C.

K. Health and Welfare.

1. City Contribution. Pursuant to the City Charter, the City agrees to contribute the amount applicable per month directly into the City Health Service System for each employee who is a member of the Health Service System. The level of benefits is set pursuant to the City Charter and the Health Services System.

2. Cost Containment Program for Health Services. The City and the Union shall meet and confer on a cost containment program for City health plans. The program will include, but not be limited to, such provisions as the following:

a. Improved administrative control:

1) Auditing claims and profiles of practice to identify "questionable" service patterns;
2) Coordination of benefits.
3) Control of weekend admission abuse.

b. Altering utilization patterns to encourage use of cost effective services and to avoid unnecessary use of expensive inpatient care:

1) Utilization review
2) Second opinion surgery
3) Ambulatory surgery
4) Home care and day care as an alternative to hospital care
5) Preventive care programs, including hypertension maintenance programs
6) Pre-admission testing and pre-admission authorization
7) Pre-paid group practice options

c. Controlling charges/fees and negotiation of rates:

1) Volume purchasing
2) Negotiate fees schedules and physician panels
3) Negotiated hospital rates

151 The parties agree to meet and confer on the utilization of any savings that may result. The Union understands that health plans and benefits have already been adopted for Fiscal Year 1987-88.

152 L. Holiday Pay. EXCERPTED from SSO Section VI.

(VI.A) 1. Designation of Holidays. Except as otherwise provided in Section (V.B), and except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:

January 1, the third Monday in January (Martin Luther King, Jr.'s Birthday), February 12 (Lincoln's Birthday), the third Monday in February (Washington's Birthday), the last Monday in May, July 4, first Monday in September (Labor Day), September 9 (Admission Day), the second Monday in October (Columbus Day), November 11, Thanksgiving Day, December 25, any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States, and two additional holidays to be taken on days selected by the employee subject to approval of the appointing officer. Both full-time and part-time temporary employees must complete six (6) months continuous service before receiving the additional days, except in the San Francisco Unified School District and the San Francisco Community College District when a particular day has been determined to be a floating holiday for all of the employees in the Department; provided further that all part-time temporary employees who are not regularly scheduled, but are employed on an as-needed, irregular intermittent or other irregular basis are ineligible for the additional days.

153 Provided further, if January 1, February 12, July 4, September 9, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

154 2. Saturday Holidays. For those employees whose normal work week is Monday through Friday, in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public officers under his/her jurisdiction on such preceding Friday so that said public offices may serve the public

as provided in Section 7.702 of the Charter. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year.

155 Employees who are terminated from City employment and at such time have at least (6) months of continuous services with the City in the current calendar year and who have not taken a floating holiday in said period shall be entitled to be paid for one floating holiday upon termination. Employees who are terminated from employment with the City and at such time have at least ten (10) months of continuous service in the current calendar year and who have not taken either of the floating holidays, shall be, upon termination of employment, entitled to be paid for said floating holidays. If one floating holiday has already been taken, the employee with ten (10) continuous months service shall be entitled to be paid for the remaining one.

Upon adoption of the resolution by the Board of Supervisors, the September 9 Admission Day holiday may be exchanged for a holiday known as The Day After Thanksgiving.

156 (VI.B) Holiday Compensation for Time Worked. Employees required by their respective appointing officers to work on any of the above specified or substitute holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one additional day's pay at time-and-one-half the usual rate in the amount of 12 hours pay for 8 hours worked. Provided, however, that at the employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime pursuant to the provisions of Section V.B. herein.

157 Executive, administrative and professional employees designated in the Annual Salary Ordinance with the "Z" symbol shall not receive extra compensation for holiday work but may be granted time off equivalent to the time worked at the rate of one-and-one-half times for work on the holiday.

158 (VI.C) Holidays for Employees on Work Schedules other than Monday through Friday.

Employees assigned to seven-day operation departments or employees working a five-day week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, he/she shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor with the approval of the appointing officer. Such days off must be taken within the fiscal year. In no event shall the provisions of this section result in such employee receiving more or less holidays than an employee on a Monday through Friday work scheduled.

159 (VI.D) Holiday Pay for Employees Laid Off. An employee who is laid off at the close of business the day before a holiday who has worked not less than five previous consecutive work days shall be paid for the holiday.

160 (VI.E) Employees Not Eligible for Holiday Compensation. Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a bi-weekly pay period, or persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons on leave without pay status both immediately preceding and immediately following the legal holiday shall not receive holiday pay.

161 (VI.F) Part-Time Employees Eligible for Holidays. Part-time employees, including employees on a reduced work week schedule, who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holidays as provided in Section VI.A on a proportionate basis. Regular full-time employees are entitled to 8/80 or 1/10 time off when a holiday falls in a bi-weekly pay period, therefore, part-time employees, as defined in the immediately proceeding paragraph, shall receive a holiday based upon the ratio of 1/10 of the total hours regularly worked in a bi-weekly pay period. Holiday time off shall be determined by calculating 1/10 of the hours worked by the part-time employee in the bi-weekly pay period

immediately preceding the pay period in which the holiday falls. The computation of holiday time off shall be rounded to the nearest hour. The proportionate amount of holiday time off shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the appointing officer.

162 (VI.G) Time Off for Voting. If an employee does not have sufficient time to vote outside of working hours, the employee may request so much time off as will allow time to vote, in accordance with the State Election Code. (End of SSO.)

163 K. Retirement Notification.

164 1. Retirement Payments. The SFERS shall process and pay retirement claims in the following manner:

BENEFIT	PROCESSING TIME
Initial monthly retirement allowance	90 days maximum 90% within 60 days
Withdrawal of Contributions	6 weeks maximum 85% paid in 30 days
Death Benefit	30 days maximum 90% paid within 30 days of filing appropriate papers

165 2. Quarterly Report and Annual Meeting. The San Francisco Employees Retirement System shall provide a quarterly report to the Union detailing its current holdings and its annual return on investments. The Retirement System shall also hold a meeting each Fall during the term of this Agreement after their annual audit to review their portfolio with interested Unions. Questions in advance would be desirable in order to set an agenda appropriate to the group.

166 L. Safety Retirement. The City, in concert with the Union, shall take all necessary steps to effect a mutually satisfactory contract with PERS to effect a safety retirement plan to be made available to members of current representation unit 11-I.

M. Work Schedules. EXCERPTED from SSO Section II (where applicable).

167 (II.A) Normal Work Schedules.

(II.A.1) Normal Work Day. Unless otherwise provided in this ordinance, a normal work day is a tour of duty of eight (8) hours completed within not more than nine (9) hours. Upon request of the appointing officer, the Civil Service Commission may authorize work schedules for executive, administrative or professional employees, which are comprised of eight (8) hours within twelve (12) hours or a forty (40) hour work week in four, five or six consecutive days. Such change in the number of work days shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as provided all five-day, forty-hour-a-week employees.

168 All classifications of employees having a normal work day of eight (8) hours within nine (9) hours may voluntarily work in flex-time programs authorized by appointing officers and may voluntarily work more or less than eight (8) hours within twelve (12) hours, provided, that the employee must work five (5) days a week, eighty (80) hours per payroll period, and must execute a document stating that the employee is voluntarily participating in a flex-time program and waiving any rights he or she may have on the same subject contained in a memorandum of understanding.

169 (11.A.2) A normal work week is a tour of duty on each of five consecutive days.

170 (11.A.3) Exceptions.

171 (11.A.3.a) The 20-20 educational program.

172 (11.A.3.b) Specially funded training programs approved by the Civil Service Commission.

173 (11.A.3.c) Educational and training courses-regular permanent civil service employees may, on a voluntary basis with approval of appointing officer, work a forty-hour week in six days when required in the interest of furthering the

education and training of the employee.

174 (11.A.3.g) Inability to Work Due to Inclement Weather or Unusual Circumstances. Employees shall receive no compensation when properly notified (2-hr. notice) that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances. Employees who are not properly notified and report to work and are informed no work applicable to the classification is available shall be paid for a minimum of two hours. Employees who begin their shifts and are subsequently relieved of duty due to the above reasons shall be paid a minimum of four hours, and for hours actually worked beyond four hours, computed to the nearest one-quarter hour.

175 (11.A.3.L) City-wide Voluntary Reduced Work Week. Employees in any classification, upon the recommendation of the appointing officer and subject to the approval of the General Manager, Personnel, may voluntarily elect to work a reduced work week for a specified period of time. Such reduced work week shall not be less than twenty (20) hours per week nor less than three (3) continuous months during the fiscal year. Pay, vacation, holidays and sick pay shall be reduced in accordance with such reduced work week.

176 (11.B) Part-Time Work Schedule. A part-time work schedule is a tour of duty of less than forty hours per week.

177 N. Alternate Work Schedule. EXCERPTED from SSO Section II.A.1. (where applicable). Upon request of the Union to any City department, the Board of Supervisors authorizes any department hear, board or commission to meet and confer with the Union on proposals offered by the Union of the department relating to alternate scheduling of working hours for all or part of a department. Such proposals may include but are not limited to core-hour flex-time, full time work weeks of less than five (5) days or a combination or plans which are mutually agreeable to the Union and the department concerned. It is the intent of the Board that the work year shall continue to be two thousand eight (2080) hours (2088 in leap years) and that overtime shall be earned on a daily and weekly basis provided, however, the Union and the affected department may mutually agree on cost equivalent alternative scheduling practices. Any such agreement shall

be submitted in ordinance form to the Board of Supervisors for its approval or rejection.

178 O. Vacation Award and Accrual. Employees shall earn and accrue vacation in accordance with Administrative Code Section 16.12, which is hereby attached for informational purposes only as Appendix D1.

179 P. Voluntary Transfer of Earned Time. The City agrees to meet and confer upon the request of the Union regarding the implementation of a policy to permit the voluntary transfer of sick leave, vacation, and compensatory time earnings from one employee to another.

180 Q. State Disability Insurance (SDI).

1. Upon certification by the Union that one or more representation units covered by this Agreement desires to be enrolled in the State Disability Insurance program, the Board of Supervisors shall immediately take any and all necessary action to enroll such representation units and all employees therein. The Union shall certify to the Employee Relations Director which representation units desire to be enrolled for SDI no later than forty-five (45) days prior to SDI's quarterly enrollment dates and the Board shall take necessary action to enroll such employees in time for the next SDI enrollment date.

2. In the event any bargaining unit, covered by this Agreement, elects coverage in SDI as provided in (1.) of this Section, the payment of sick leave pursuant to Rule 22 of the Civil Service Commission shall not affect and shall be supplementary to payments from SDI. An employee entitled to SDI shall receive in addition thereto such portion of his/her accumulated sick leave with pay as will approximately equal, but not to exceed, the regular bi-weekly gross earnings of the employee, including regular paid premiums. Such supplementary payments shall continue for the duration of the employee's illness or disability or until sick leave with pay credited to the employee is exhausted, whichever occurs first.

3. Any over-payments of SDI coverage will be returned to the employee no later than the second pay period following departmental notification to the Controller's Payroll & Personnel Division.

181 R. Liability. The City shall defend and indemnify an employee against any claim or action against the employee or account of any act or omission in the scope of the employee's employment with the City, in accord with, and subject to, the provisions of California Government Code Sections 825 et seq. and 995 et seq. Nothing herein is deemed to supercede referenced State law.

ARTICLE IV: TRAINING, CAREER DEVELOPMENT AND INCENTIVES

182 A. Tuition Reimbursement Fund. The City agrees to allocate $7,000 for each fiscal year of this Agreement to the Tuition Reimbursement Fund for the exclusive use of classifications covered by this Agreement. Funds may be used for reimbursement for any coursework which is deemed to be job-related by the employee's Appointing Officer. If any portion of said allocation remains unexpended at the end of each fiscal year of this Agreement, it shall be carried over to the following fiscal year.

183 B. Training and Career Development Committee.

Recognizing the proper training and career development of City employees promotes efficient and cost effective public service, the parties agree that upon request of the Union, the City and the Union shall establish a joint committee, consisting of ten (10) individuals, five (5) appointed by the City and five (5) appointed by the Union, to survey and study needs, problems, and other issues relating to training, career development, and professional standards.

The committee shall report to the Board of Supervisors by December 1st of each year its recommendations on the establishment and/or implementation of training, career development, and professional standards programs, including, but not limited to, training for promotional opportunities; creation of career ladder classifications; premium pay for employees who hold job-related licenses, degrees, certificates, registrations, and college credit not required as a condition of employment; exam counseling and training; career incentives; expansion of tuition reimbursement provisions; and other areas as may be deemed appropriate by the parties.

Committee members appointed by the Union shall serve on released time while attending joint committee meetings upon approval of the Appointing Officer. Members of the committee may be alternated by either party according to the issues under discussion.

184 C. Renewal Fees for Certifications, Licenses or Registrations. EXCERPTED from SSO Section IV.N. When the City and County of San Francisco or the State require that employees covered by this Agreement possess a valid certificate, license or registration as a condition of employment, the City shall reimburse such employees for any fee involved in the renewal of said certificate, license or registration.

185 D. Professional Association Meetings. The Board of Supervisors encourages appointing officers to release employees with pay to attend meetings and educational programs of professional associations related to the employee's duties to the extent that workload and staffing levels allow.

186 E. Professional Organizations - Departmental Memberships. Subject to the budgetary and fiscal limitations of the Charter, departments are encouraged to budget for departmental membership in organizations serving the professional employees of said department.

187 F. Educational Programs - Personal Property Auditors. EXCERPTED from SSO Section II.A.3.k. Subject to the approval of the appointing officer, Personal Property Auditors shall be on paid status when attending educational programs required to maintain a job-related state license.

188 G. Employee Suggestion Program. City and Union agree to publicize the Employee Suggestion Program and to encourage represented workers to submit cost saving suggestions for considerations and possible awards.

ARTICLE V: WORKING CONDITIONS

189 A. Health and Safety.

1. Commitment to Safe and Healthy Work. The City acknowledges its responsibility to provide safe, healthful work environments for City employees and users of City services. Every employee has the right to safe and healthful working conditions.

190 2. Refusal to Perform Tasks. No employee shall suffer adverse action by reason of his/her refusal to perform hazardous or unsafe tasks or his/her refusal to enter unsafe or hazardous areas. When in the best judgment of the employee, such conditions exist, the employee shall notify his/her departmental safety committee and/or safety officer.

191 3. Policy. The Board of Supervisors shall encourage departments to adopt the following policy: If the management and union representative concur that a task or area is hazardous, the employee shall be reassigned until the hazard is eliminated. If there is no concurrence, the matter may be submitted to the grievance procedure for final resolution of the matter. The reassignment shall continue until the dispute is resolved.

192 4. Information. The City shall provide the Union departmental lists on a monthly and cumulative annual basis containing the vital information on all work related injuries and illnesses. Vital information shall include but not be limited to nature of illness and injury, dates, time lost, corrective action, current status of employee, cost of injury and work location.

193 B. Video Display Equipment Working Conditions. The City and the Union agree that employees working on video display equipment shall have safe and healthy work environments. This environment shall avoid excessive noise, crowding, contact with fumes and other unhealthy conditions. The City agrees upon request of the Union to meet and confer on ways to design the flow of work to avoid long, uninterrupted use of video display equipment by employees.

194 1. Eye Examinations. The City and the Union agree that the subject of eye examinations for employees required to use video display equipment should be referred to the Joint Labor-Management Health & Safety Committee for review.

195 2. Breaks. Every employee working on video display equipment shall be required to take a break away from his/her screen of at least fifteen (15) minutes after two (2) hours' work. In the event that normal work schedule does not provide a lunch or rest break every two (2) hours, the employee shall be assigned duties away from the video display screen for fifteen (15) minutes after two (2) hours' work.

196 3. Physical Plant. The Board of Supervisors agrees to provide, subject to the budgetary and fiscal provisions of the Charter, the following physical equipment and work environment for users of video display equipment:

197 a. Where necessary, effective glare screens shall be affixed to the front of such machines;

198 b. Adjustable chairs, footrests and tables to allow for adjustment of individual machines to provide each operator with optimum comfort and the minimum amount of physical stress;

199 c. Optimal lighting conditions adapted to accommodate the types of equipment in use at each work site shall be provided;

200 d. Prior to the acquisition of additional or replacement machines, the City agrees to meet and consult with the Union on the design of the machines, including such features as separate keyboards, tiltable screens, phosphor colors, brightness controls and any other features relating to operator health and well being. The City will give the Union as much advance notice as possible of such changes.

201 4. Inspection of Machines. The City agrees to inspect each machine in use on a regular basis and to maintain all equipment in proper repair, state of cleanliness and working order.

202 C. Pregnancy. The City shall adopt the following policy: Upon request, a pregnant employee shall have the right to be assigned duties or to be temporarily appointed to another position away form video display equipment for the duration of the pregnancy.

203 D. Alternative and/or Light Duty Assignments. It is the policy of the Board of Supervisors to encourage departments to make good faith efforts to develop alternative assignments for disabled or pregnant employees whose doctors certify that they are temporarily unable to perform specified aspects of their regular job duties if, in the particular situation,

204 (1) there is sufficient work which the employee can perform available within the employee's job classification in the department, and

(2) in the opinion of the department head, assigning the work to the disabled employee or pregnant employee can be done without adversely affecting the operation of the department.

E. Employee Assistance. The Board of Supervisors agrees to budget one hundred and twenty five thousand dollars ($125,000) in fiscal year 1987-88 and 1988-89 to continue a city-wide Employee Assistance Program to be administered by the Department of Public Health.

The Employee Assistance Program Advisory Committee's purpose shall be to advise the Employee Assistance Program on matters concerning services provided by the program. This committee shall include participation by recognized employee organizations.

F. Temporary Assignments Outside of Classification.

1. Acting Assignment Pay. Upon amendment to Civil Service Commission Rule 26 (Temporary Assignments Outside of Classification to provide for implementation, the following provision shall become operative:

A. An employee assigned in writing by the appointing officer or his/her designee to perform the normal day to day duties and responsibilities of a higher classification of an authorized position for which funds are temporarily unavailable shall be entitled to acting assignment pay, no earlier than the twenty-first (21st) work day of such an assignment.

B. Upon written approval, as determined by the City, an employee shall be authorized to receive an increase to a step in an established salary schedule that represents at least 5% above the employee's base salary and that does not exceed the maximum step of the salary schedule of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes the acting assignment pay.

2. Temporary Assignment Outside of Classification. Prior to June 30, 1987, the parties will meet and confer and endeavor to reach agreement on amendments to Rule 26 of the Civil Service rules, to become effective on July 1, 1987, or as soon thereafter as feasible. Until such time as the Civil Service Rule 26 is amended, the following shall apply:

208 a. No employee shall be assigned duties outside of the classification to which he/she has been appointed, providing that employees shall perform any duty to which her/his chief may temporarily assign her/his.

209 b. "Temporary assignment" means an assignment without change in classification or pay to duties not included in the classification to which the employee is regularly appointed. This is distinguished from "temporary appointment", which for the purpose of this section refers to appointment to a differently classified position in accordance with civil service and budgetary provisions.

210 c. A temporary assignment shall not continue beyond thirty (30) calendar days except as otherwise provided herein.

211 d. A temporary assignment shall not be made when:

212 1) unfilled permanent positions in the classification exist in the department;

213 2) employees in such classification are absent on leave without pay status, except to provide service for the time required to process a temporary requisition.

214 e. When it is known that temporary services are required or are likely to be required for periods in excess of thirty (30) calendar days and funds are not available to make a temporary appointment at the end of the thirty (30) days, the department shall immediately request a supplemental appropriation for that purpose. In such cases a temporary appointment shall be made as soon as the funds are available.

215 f. When a temporary assignment is made and a thirty (3) calendar day period from the beginning date of assignment to the position has elapsed, and it is then determined that further temporary service in such position is required, further temporary assignment will not be authorized, except as follows:

216 g. When temporary service in excess of thirty (30) calendar days is required to prevent the stoppage of essential public business, and funds are not available for a temporary appointment, then, with the approval of the General Manager, Personnel, and the Mayor, a temporary assignment may be continued provided that the appointing officer shall immediately request approval of funds for a temporary appointment. Upon the

availability of such funds, the temporary assignment shall be cancelled and a temporary appointment shall be made. If such finds are not approved, then the temporary assignment shall be cancelled. Pending approval of funds, the continuation of such temporary assignment shall be subject to review by the Commission.

217 h. Temporary assignments, the reason therefor and the period therefor, shall be immediately reported to the Personnel Department and to the Mayor for approval and recordation, provided that records of temporary assignments of less than thirty (30) calendar days duration need not be so reported but shall be maintained in the department in such form as to be available for review or audit by the Personnel Department. It is the responsibility of the appointing officer and of the employee involved to ascertain that temporary assignments are so reported and recorded. Temporary assignments not properly reported and recorded will not be approved by the Commission.

218 i. The regular assignment for a minor portion of the work days of duties which are enumerated in a different classification, but which are generally related to the regular duties of the employee, will be approved when assignment of such duties of the employee, will be approved when assignment of such duties shall be reported immediately to the Commission for approval and such report shall contain the nature of such duties and the reason for the assignment of the duties.

219 The City shall not administer this Section of the Agreement in such a manner as to subvert the intent of any of its provisions.

The Board of Supervisors urges the Civil Service Commission to meet and confer with interested labor organizations to reach agreement on revising Civil Service Rule 26.1 so to conform with prevailing practice.

220 G. Protective Clothing. No employee in a classification covered by this Agreement shall be required to work in a location where he/she comes in contact with raw sewage or toxic or hazardous chemicals or substances if not provided with protective clothing as deemed appropriate for the purpose by the employee and his/her appointing officer.

221 H. Sewage Premium. Employees in Class 2471 Water Quality Chemist, Class 6106 Sanitary Engineering Technician, Classes 5247, 5248, and 5249 Sanitary Engineers, and Classes 5202, 5204, and 5206 Civil Engineers shall be entitled to a $3.00 per day premium when assigned work which requires prolonged routine daily contact with untreated human/animal sewage.

222 I. Epidemiological Study. The City shall appropriate $2,000 to the Department of Public Health, Center for Municipal Occupational Safety and Health to conduct an epidemiological study to document the hazards, if any, imposed by prolonged contact with sewage and industrial waste.

223 J. Joint Labor-Management Committees.

1. Childcare Study Committee. The Joint City-Union Child Care Committee (consisting of ten individuals, five appointed by the City and five appointed by the Unions representing city workers) shall study the feasibility of establishing on site or other child care facilities by use by City employees. The Committee shall complete the task for which it was originally created and report to the Board of Supervisors on or before January 1, 1988, as to at least five (5) locations which would be practical for utilization as child care centers and the cost associated with operating each one of same. Upon receipt of the Committee's report, the Board of Supervisors may consider such funding as may be appropriate.

224 2. Physical Fitness - Joint Labor Management Committee. The City shall establish a Joint Labor Management Committee to study employee health education programs, availability of City and private facilities for physical fitness activities, and funding sources for the implementation of a City-wide occupational health promotion program. The Committee shall be comprised of representatives from the Mayor, the Board of Supervisors, the Chief Administrative Officer, Department of Public Health, the Health Service System, the Recreation and Park Department, six (6) representatives from employee organizations including Local 21. Its committee members appointed by the Union shall serve on released time.

225 3. Health & Safety Joint Labor-Management Committee. There is hereby created a Joint Labor-Management Safety consisting of ten (10) persons appointed by the Unions representing city employees and ten (10) persons appointed by the City. Appointees of the Union shall serve on released time subject to departmental approval which shall not be unreasonable denied.

Such committee shall meet within ninety (90) days of the execution of this agreement, with the City Safety Officer to review existing health and safety procedures including, but not limited to, whether the City is in full compliance with Cal OSHA regulations; departmental health and safety activity; and ascertaining whether or not such committee should continue to function to review city-wide policies and procedures on a regular basis.

Such committee shall, within six (6) months of its constitution, prepare and deliver a report and recommendation concerning its findings to the Board of Supervisors and the Unions. The City agrees to provide up to $10,000 towards the implementation of any agreed upon programs.

226 K. Comfort Standards. The Board of Supervisors agree to encourage departments and the Unions to meet and confer on providing adequate lounge, locker and comfort facilities.

When advised by a department and the union of an agreement by the parties concerning improved facilities, the Board of Supervisors may appropriate funds for making recommended improvements.

227 L. Bilingual Premium. EXCERPTED from SSO Section IV.D. Employees who are assigned by their department to a "designated bilingual position" may be granted additional compensation of $26 bi-weekly commencing July 1, 1987. A "designated bilingual position" is one designated by the department which requires translating to and from a foreign language including sign language as used by the deaf, a minimum of ten (10) hours bi-weekly.

228 M. Word Processing Premium. Employees who have satisfactorily completed training in word processing and have been assigned word processing duties by their appointing officers shall be paid an 86 cents per hour premium above the salary to which they are entitled for such time as they are assigned to and actually work with word processing equipment. "Word processing" shall be defined as the clerical process of typing documents into a computerized memory and printing system; revising and editing said

documents; retrieving a completed document from said system and does not include data entry operations.

229 N. Mace Training and Equipment. Training and initial supply of mace and a suitable holder shall be provided to employees in the Housing Inspector Series. Departments may designate employees whose positions, hours, and/or work location would warrant training in the use of Mace. Training shall be given at no cost to the employee. An initial supply of mace, replacement when needed, and a suitable holder should be provided at no cost to the employee. Benefits, provided by this section shall not exceed a total cost to the City of $10,000 in any fiscal year.

230 O. Uniform Allowance. EXCERPTED from SSO Section I.C.10. Employees, excluding as-needed employees, who are required to wear and supply their own uniform or lab coat or smock in the course of their duties and who are employed on September 1 of any year covered by the Agreement, shall be paid an annual uniform allowance of $175.00, or, in the case of lab coats or smocks, $100.00 no later than December 1 of each year. As-needed employees, if any, who have received a uniform allowance pursuant to provisions of the prior Agreement shall continue to receive a uniform allowance pursuant to this section for the term of this Agreement, if otherwise eligible. The Department shall fix the appropriate amount for the allowance after meeting and conferring with the Union prior to September 1 of each year.

231 P. Reimbursement of Personal Expenses. Reimbursement for property damaged, destroyed, or stolen in the line of duty is administered through the provisions of Administrative Code Sections 10.25-1 through 10.25-9, which are hereby referenced and attached for informational purposes only.

An employee who qualifies for reimbursement of such damaged, destroyed or stolen property shall submit a claim to his/her department head with all available documentation not later than thirty (30) calendar days after the date of such alleged occurrence. An employee shall be entitled to an appropriate reimbursement no later than 120 days following the submission of such claim. Reimbursement may be delayed if the employee does not submit the appropriate documentation.

232 Q. Fingerprinting. The City shall bear the full cost of fingerprinting whenever such is required of the employee.

ARTICLE VI: INFORMATION

233 A. New Hires. The City agrees to provide the Union with the names, classifications and work locations of newly hired employees. The City will provide such new employees with information regarding the Union and with agency shop information.

B. Personnel Files.

234 1. Only one official personnel file shall be maintained on any single employee in any one department. Unless otherwise specified by the department, the official file shall be located in the departmental personnel office or, in larger departments, at the various divisional personnel offices of the department.

235 2. Each employee shall have the right to review the contents of his/her file upon request. Nothing may be removed from the file by the employee but copies of the contents shall be provided upon request.

236 3. With the written permission of the employee, a representative of the Union may review the employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon request.

237 4. An employee shall have the opportunity to review, sign, and date any and all material to be included in the file. The employee may also attach a response to any and all materials within thirty (30) days of receipt. All material in the file must be signed and dated by the author.

238 5. With the approval of his/her supervisor, the employee may include material relevant to his/her performance of assigned duties in the file.

239 6. No action to impose discipline against an employee shall be initiated more than thirty (30) days or as soon as is reasonably practicable after the employer knows or should have known of the conduct except for conduct which would constitute the commission of a crime. The discipline imposed may take into account conduct which is documented in the employee's personnel file or was the subject of a prior disciplinary action.

7. Upon request of the Union, a department will retain and provide the Union with a copy of statistical information on assaults on employees who serve in particular classifications or at particular work sites.

C. Employee Reassignments. Except in cases of urgent need, each City department shall post notices of vacancies in a prominent location in the department, and/or at each separate work location of the department, for a period of not less than five (5) working days in order to afford employees interested in reassignment an opportunity to apply for a vacant position. Each such notice shall describe the classification of the position to be filled, the physical location of the position, its starting and quitting time, and a general description of the work to be performed.

The paragraph above shall be superceded by any departmental agreement or other agreement negotiated with the Union which contains language pertaining to employee reassignments or shift and job bidding processes.

D. Data. The Employee Relations Division will provide the Union the following data, by representation unit, for each employee on a monthly basis within legal and reasonable administrative constraints.

1. Name;

2. Employee Number;

3. Department and Section;

4. Birthdate;

5. Sex;

6. Date of Hire;

7. Current Classification;

8. Employment Status (permanent, temporary, part-time, etc.);

9. Base Pay.

E. Additional Data. The City will provide such necessary documents for representation and bargaining purposes that could otherwise be obtained via the California Public Records Act.

ARTICLE VII: IMPLEMENTATION AND TERM OF AGREEMENT

253 A. Scope of Agreement. The parties recognize that there are a number of items that the City believes it cannot agree to because of Charter or other jurisdictional problems. If it should be determined that those items may be the subject of negotiations the parties agree to meet and confer on those matters.

It is understood that this Agreement covers only those matters over which the City and the Union have met and conferred and come to agreement.

It is the policy of the Board of Supervisors to involve its Employee Relations Division in the negotiation of agreements between the Union and boards, commissions and departments concerning matters that the Board believes are within the authority of such boards, commissions and departments.

254 B. Savings Clause. Should any part of this Memorandum be determined to be contrary to law, such invalidation of that part or portion of this Agreement shall not invalidate the remaining portions hereof. In the event of such determination the parties agree to immediately meet and confer in an attempt to agree upon a provision for the invalidated portion which meets with the precepts of the law.

255. 1. Any term or condition of this Agreement which conflicts with the Fair Labor Standards Act, Title U.C.C. Sections 201 et seq. and/or the rules and regulations thereof, shall be null and void so long as said Act and/or the rules and regulations thereto continue to be applicable to the City and County of San Francisco. Should any dispute over the application of the Act occur, the parties agree to meet and confer to resolve the dispute before taking other action.

256 C. Implementation. The Board of Supervisors agrees to adopt any ordinance required to fully implement the provisions of this Agreement. In addition to the formal processing of such ordinance, the Employee Relations Director(s) shall brief the Controller, the Mayor and the Mayor's Executive Deputy, Fiscal and Program Administration, the Chief Administrative Officer, the Civil Service Commission, General Manager, Personnel, and relevant department heads, boards, and commissions on the content of such ordinance.

257 D. Amendment or Modification. During the term of this Agreement the City and the Union may mutually agree to amendments or modifications.

258 E. Duration of Agreement and Initiation of Meet and Confer Process. This Memorandum of Understanding shall be in effect from July 1,1987, through and inclusive of June 30, 1989. The Union agrees to serve written notice to the City, on or before December 30, 1988, of its desire to amend or otherwise modify this Agreement. The parties shall then commence meeting no later that February 1, 1989, for the purpose of negotiating the desired amendments or modifications.

259 F. Amendment to Charter Section 8.407. Should any amendment to Charter Section 8.407 impacting upon the current salary setting procedures be approved by the voters, this Agreement shall be reopened for fiscal year 1987-88 or 1988-89 upon the request of either party by written notice delivered on or before December 30, 1987 or 1988.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on this 2nd day of July 1987.

FOR THE UNION

FOR THE CITY AND COUNTY

John Liebert
Employee Relations Director

Marie Corlett Blits
Employee Relations Director

JoAnne G. Auerbach
Employee Relations Administrator

APPROVED AS TO FORM:
LOUISE RENNE, CITY ATTORNEY

By _____
Jerry J. Spain
Deputy City Attorney

APPROVED AND ADOPTED BY THE BOARD OF SUPERVISORS BY RESOLUTION NO. _____
ON _____

APPENDIX "A": REPRESENTED CLASSES AND RATES OF PAY FOR FISCAL YEAR 1987-1988

Class	Title	Sch. No.	Bi-Weekly	Approx. Monthly	Approx. Max Annual Equiv.
	UNIT 1-JJ				
7457	Traffic & Street Sign Maintenance Worker	48.7	994-1203	2170-2627	31,519
	UNIT 8-L				
2471	Water Quality Chemist	Z 52.9	1214-1470	2651-3210	38,514
2472	Senior Water Quality Chemist	Z 57.1	1484-1800	3240-3930	47,160
2478	Sr. Sewage Treatment Chemist	Z 57.4	1506-1827	3288-3989	47,867
2484	Public Health Assistant Toxologist I	49.4	1027-1243	2242-2714	32,567
2486	Public Health Assistant Toxologist II	Z 53.9	1273-1543	2779-3369	40,427
2488	Public Health Assistant Toxologist III	Z 56.4	1436-1740	3135-3799	45,588
	UNIT 10				
5226	Traffic Survey Coder-Interviewer			6.04/hr	
5301	Supv., Traffic Painting Program	51.8	1152-1394	2515-3044	36,523
5302	Traffic Survey Tech.	50.2	1067-1291	2330-2819	33,824
5303	Supv., Traffic & Street Signs	54.8	1329-1611	2902-3517	42,208
5304	Materials Testing Aide	47.9	956-1158	2087-2528	30,340
5305	Materials Testing Tech	49.9	1052-1273	2297-2779	33,353
5310	Surveyor's Field Asst.	51.0	1109-1342	2421-2930	35,160
5312	Surveyor	53.2	1232-1491	2690-3255	39,064
5314	Survey Party Chief	55.8	1394-1690	3044-3690	44,278
5328	City Planning Graphics Aide	52.4	1185-1436	2587-3135	37,623
5330	City Planning Graphics Supervisor	54.4	1304-1580	2847-3450	41,396
5342	Mechanical Engineering Assistant I	44.6	818-989	1786-2159	25,912
5344	Mechanical Engineering Assistant II	49.9	1052-1273	2297-2779	33,353
5346	Mechanical Engineering Associate I	52.4	1185-1436	2587-3135	37,623
5350	Electrical Engineering Assistant I	44.6	818-989	1786-2159	25,912

5352	Electrical Engineering Assistant II	49.9	1052-1273	2297-2779	33,353
5354	Electrical Engineering Associate I	52.4	1185-1436	2587-3135	37,623
5360	Civil Engineering Assistant I	44.6	818-989	1786-2159	25,912
5362	Civil Engineering Assistant II	49.9	1052-1273	2297-2779	33,353
5364	Civil Engineering Assistant III	52.4	1185-1436	2587-3135	37,623
5365	Street Assessment Coordinator	53.9	1273-1543	2779-3369	40,427
5366	Engineering Associate II	54.8	1329-1611	2902-3517	42,208
5380	Student Engineering Trainee I		889-889	1941-1941	23,292
5381	Student Engineering Trainee II		956-956	2087-2087	25,047
5382	Student Engineering Trainee III		1019-1019	2225-2225	26,698
6106	Sanitary Engineering Technician	50.4	1078-1304	2354-2847	34,165
6230	Street Inspector	52.1	1169-1414	2552-3087	37,047
6231	Senior Street Inspector	55.1	1349-1634	2945-3568	42,811
	UNIT 8-M				
5176	Chief Valuation and Rate Eng.	Z 64.3	2104-2557	4594-5583	66,993
5177	Safety Officer	Z 61.3	1818-2209	3969-4823	57,876
5202	Junior Civil Eng.	51.4	1131-1368	2469-2987	35,842
5204	Assistant Civil Eng.	Z 54.4	1304-1580	2847-3450	41,396
5215	Fire Protection Eng.	Z 62.0	1881-2287	4107-4993	59,919
5220	Junior Water Purification Eng.	51.4	1131-1368	2469-2987	35,842
5222	Assistant Water Purification Eng.	Z 54.4	1304-1580	2847-3450	41,396
5228	Asst. Traffic Eng.	Z 54.4	1304-1580	2847-3450	41,396
5234	Jr. Electrical Eng.	51.4	1131-1368	2469-2987	35,842
5236	Asst. Electrical Eng	Z 54.4	1304-1580	2847-3450	41,396
5250	Jr. Mechanical Eng.	51.4	1131-1368	2469-2987	35,842
5252	Asst. Mechanical Eng	Z 54.4	1304-1580	2847-3450	41,396
5320	Illustrator and Art Designer	Z 53.4	1243-1506	2714-3288	39,457

	UNIT 11-F					
5130	Sewage Treatment Plant Supt.	Z	62.3	1909-2319	4168-5063	60,758
5205	Associate Materials Engineer	Z	57.3	1499-1818	3273-3969	47,632
5206	Associate Civil Eng.	Z	57.3	1499-1818	3273-3969	47,632
5208	Civil Engineer	Z	60.3	1731-2104	3779-4594	55,125
5210	Senior Civil Eng.	Z	63.3	2004-2435	4375-5316	63,797
5216	Chief Surveyor	Z	59.2	1642-1994	3585-4354	52,243
5218	Structural Engineer	Z	62.3	1909-2319	4168-5063	60,758
5219	Senior Structural Eng	Z	65.3	2209-2685	4823-5862	70,347
5224	Assoc. Water Purification Engineer		57.3	1499-1818	3273-3969	47,632
5229	Associate Traffic Engineer	Z	57.3	1499-1818	3273-3969	47,632
5230	Traffic Engineer	Z	60.3	1731-2104	3779-4594	55,125
5232	Senior Traffic Eng.	Z	63.3	2004-2435	4375-5316	63,797
5238	Associate Electrical Engineer	Z	57.3	1499-1818	3273-3969	47,632
5240	Electrical Engineer	Z	60.3	1731-2104	3779-4594	55,125
5242	Senior Electrical Eng	Z	63.3	2004-2435	4375-5316	63,797
5247	Assoc. Sanitary Eng	Z	57.3	1499-1818	3273-3969	47,632
5248	Sanitary Engineer	Z	60.3	1731-2104	3779-4594	55,125
5249	Senior Sanitary Eng.	Z	63.3	2004-2435	4375-5316	63,797
5254	Associate Mechanical Engineer	Z	57.3	1499-1818	3273-3969	47,632
5256	Mechanical Engineer	Z	60.3	1731-2104	3779-4594	55,125
5258	Senior Mechanical Eng.	Z	63.3	2004-2435	4375-5316	63,797
	UNIT 11-J					
5174	Admin. Engineer	Z	61.8	1862-2264	4065-4943	59,317
5214	Building Plans Eng.	Z	62.3	1909-2319	4168-5063	60,758
6232	Street Inspection Supervisor		58.1	1558-1890	3402-4127	49,518
6262	Plan Checker - Architectural		56.8	1463-1773	3194-3871	46,453
6266	Senior Plan Checker		60.4	1740-2115	3799-4618	55,413
	UNIT 8-JJ					
5276	City Planning Intern		46.2	882-1067	1926-2330	27,955
5277	Planner I	Z	49.1	1013-1226	2212-2677	32,121
5278	Planner II	Z	52.2	1174-1421	2563-3103	37,230
5284	Environmental Review Officer	Z	61.2	1809-2199	3950-4801	57,614
5287	Transit Planner I	Z	49.1	1013-1226	2212-2677	32,121
5288	Transit Planner II	Z	52.2	1174-1421	2563-3103	37,230

	UNIT 11-P					
5280	Planner III	Z	56.6	1450-1756	3166-3834	46,007
5281	Planner III Administrative	Z	56.6	1450-1756	3166-3834	46,007
5282	Planner IV	Z	59.2	1642-1994	3585-4354	52,243
5283	Planner V, Urban Design	Z	62.7	1946-2365	4249-5164	61,963
5289	Transit Planner III	Z	56.6	1450-1756	3166-3834	46,007
5290	Transit Planner IV	Z	59.2	1642-1994	3585-4354	52,243
5291	Planner III, Urban Design	Z	56.6	1450-1756	3166-3834	46,007
5292	Planning III, Zoning	Z	56.6	1450-1756	3166-3834	46,007
5293	Planner III, Transportation	Z	56.6	1450-1756	3166-3834	46,007
5294	Planner IV, Zoning	Z	59.2	1642-1994	3585-4354	52,243
5296	Planner IV, Urban Systems Analyst	Z	59.2	1642-1994	3585-4354	52,243
5298	Planner III Environmental Review	Z	56.6	1450-1756	3166-3834	46,007
5299	Planner IV Environmental Review	Z	59.2	1642-1994	3285-4354	52,243
5412	Planning Coordinator	Z	59.2	1642-1994	3585-4354	52,243
	UNIT 8-N					
5262	Jr.Landscape Architect		51.4	1131-1368	2469-2987	35,842
5272	Assistant Landscape Architect		53.8	1267-1535	2766-3351	40,217
	UNIT 11-E					
5274	Landscape Architect	Z	57.3	1499-1818	3273-3969	47,632
5275	Senior Landscape Arch.	Z	60.3	1731-2104	3779-4594	55,125
	UNIT 8-S					
6270	Housing Inspector	Z	59.1	1634-1985	3568-4334	52,007
6280	Fire Safety Insp. I		51.1	1114-1349	2432-2945	35,344
6281	Fire Safety Inspector II		54.9	1336-1618	2917-3533	42,392
	UNIT 11-H					
6272	Sr. Housing Inspector		60.6	1756-2135	3834-4661	55,937
6274	Chief Housing Insp.	Z	62.1	1890-2297	4127-5015	60,181
	UNIT 8-O					
4220	Personal Property Auditor	Z	50.8	1099-1329	2399-2902	34,820

	UNIT 11-D					
4222	Sr. Personal Property Auditor	Z	53.3	1237-1499	2701-3273	39,274
4224	Principal Personal Property Auditor	Z	57.3	1499-1818	3273-3969	47,632
4225	Asst. Chief Personal Property Auditor	Z	59.3	1650-2004	3603-4375	52,505
	UNIT 8-Q					
1650	Accountant		45.9	870-1052	1900-2297	27,562
1652	Senior Accountant	Z	49.9	1052-1273	2297-2779	33,353
1655	Systems Accountant	Z	54.9	1336-1618	2917-3533	42,392
1657	Sr.Systems Accountant	Z	58.0	1550-1881	3384-4107	49,282
1684	Associate Auditor	Z	54.9	1336-1618	2917-3533	42,392
	UNIT 11-G					
1654	Principal Accountant	Z	53.9	1273-1543	2779-3369	40,427
1656	Head Accountant	Z	57.0	1477-1791	3225-3910	46,924
	UNIT 8-R					
2819	Asst. Health Educator	Z	52.1	1169-1414	2552-3087	37,047
2822	Health Educator	Z	55.1	1349-1634	2945-3568	42,811
2823	Mental Health Educator	Z	55.1	1349-1634	2945-3568	42,811
	UNIT 11-R					
2589	Health Program Coordinator I	Z	50.9	1104-1336	2410-2917	35,003
2591	Health Program Coordinator II	Z	53.9	1273-1543	2779-3369	40,427
2593	Health Program Coordinator III	Z	56.5	1443-1748	3151-3816	45,798
2825	Sr. Health Educator	Z	57.1	1484-1800	3240-3930	47,160
	UNIT 8-T					
2538	Audiometrist		53.5	1249-1513	2727-3303	39,641
2542	Speech Pathologist	Z	55.0	1342-1626	2930-3550	42,601
2548	Occupational Therapist	Z	52.0	1342-1626	2930-3550	42,601
2556	Physical Therapist	Z	51.7	1147-1388	2504-3030	36,366
2566	Rehabilitation Couns.		50.8	1099-1329	2399-2902	34,820
	UNIT 11-I					
8414	Supervising Probation Officer Juvenile	Z	55.7	1388-1682	3030-3672	44,068
8415	Sr. Supv. Probation Officer Juvenile	Z	58.3	1573-1909	3434-4168	50,016
8434	Supervising Adult Probation Officer	Z	55.7	1388-1682	3030-3672	44,068

APPENDIX "B"

RULE 18

EMPLOYEE RELATIONS - GRIEVANCE PROCEDURE

Section 18.01. PROGRAM SCOPE AND PRINCIPLES

These rules and results are promulgated in order to improve employer-employee relations and are designed to permit any employee and/or the employee's representative as herein provided, a procedural method by which any grievance, as defined in Section 18.02, may be resolved in an expeditious and orderly manner.

Section 18.02. DEFINITIONS

A. A grievance shall be any dispute concerning the interpretation or application of the provisions of a memorandum of understanding, or in the absence of a memorandum of understanding, a dispute concerning department rules and regulations governing personnel practices or working conditions. The written grievance must state the circumstances on which the grievant claims to be aggrieved and the redress the grievant seeks. Grievances shall be considered only on matters within the power of the appointing officer to act.

EXCLUSIONS: Civil Service

1. No grievance shall be considered on position classification, examination or other civil service matters where Charter authority or Civil Service Commission Rules provide a different appellate process.

2. No grievance shall be considered on disciplinary actions where a different appellate process is provided for under the Charter.

3. Items subject to the meet and confer process where the ordinance provides a different appellate process.

4. No grievance shall be considered on performance evaluation. Under Section IX of the evaluation instruction form, if an employee can document that there was no factual basis for the evaluation, or there was bias, or proper procedures indicating the section or factor of the evaluation being questioned. The statement will be attached to the evaluation form and will be available for review and action if warranted.

B. Employee: Any City and County employee in the service, regardless of status.

C. Immediate Supervisor: The individual who immediately assigns, reviews or directs the work of an employee.

D. Intermediate Supervisor: Next highest supervisor to be based on the organizational pattern of the department as determined by the appointing officer.

E. Appointing Authority: The head of the department having the lawful power to make appointments or to remove persons from positions in the City and County service.

F. Representative: A labor or employee organization and/or individual who appears at the request of and on behalf of the employee(s).

G. Witness: Any persons who the grievant wishes to appear to assist the employee in establishing the facts of the grievance. The number of witnesses providing substantially the same information may be limited by the supervisor or appointing officer.

Section 18.03. GRIEVANCE PROCEDURE

A. General Provisions

1. Appointing officers shall prepare reasonable rules or regulations concerning employee representative's contacts with employees on City facilities during working hours. Such rules or regulations shall be written in such a manner as not to hinder or impair the implementation of the grievance procedure as provided by this rule.

2. The steps in the procedure set forth herein shall be followed unless it is agreed by the appropriate supervisor and the grievant that the grievance should be started at Step 3 or Step 4. In large departments made up of divisions, bureaus, sections or institutions, the additional intermediate supervisor shall be included regularly as part of the procedural steps.

The appointing officer and the grievant may agree that in any particular case, one additional intermediate supervisor should be added to the procedural steps listed below.

3. If the supervisor or appointing officer fails to respond within the required time limits, the grievant may then present the grievance in writing to the next higher step. If the grievant fails to present the grievance to the next higher step within the required time limits, then the grievance will be considered to be solved.

4. The time limits set forth in this grievance procedure may be extended by mutual agreement of the appointing officer and the grievant.

B. Step 1 - Immediate Supervisor (Oral)

1. The employee and/or representative if requested by the employee shall explain, orally, the grievance to the employee's immediate supervisor, if the grievance starts at Step 1.

2. The supervisor shall reach a decision and communicate it orally to the employee and/or representative within five (5) working days of being told of the grievance.

C. Step 2 - Immediate Supervisor

1. If the employee is not satisfied with the decision rendered, the employee and/or representative shall submit the grievance in writing within five (5) working days to the immediate supervisor on the employee grievance form.

2. The immediate supervisor shall notify the employee and/or representative in writing on the employee grievance form of the decision and the reasons within five (5) working days from the date of presentation of the grievance.

D. Step 3 - Intermediate Supervisor

1. If the grievance is not resolved at Step 2, the employee and/or representative shall use the employee grievance form to submit the grievance in writing to the employee's intermediate supervisor as defined in Section II of the employee grievance form. A grievance will be considered to be resolved unless the grievance is filed with the intermediate supervisor not later than give (5) working days after the date of the decision was returned to the employee by the immediate supervisor.

2. After review and discussion with all involved parties, the intermediate supervisor shall use the employee grievance form to notify the employee of the decision and the reasons. This form shall be returned to the employee within five (5) working days of receipt of the grievance.

E. Step 4 - Appointing Officer

1. If the grievance is not resolved at Step 3, the employee and/or representative shall use the same employee grievance form to submit the grievance to the appointing officer within five (5) working days after the date of notification of the decision by the intermediate supervisor.

2. After review and discussion with all involved parties, the appointing officer shall use the grievance form to notify the employee of the decision and the reasons. This form shall be returned to the employee within ten (10) working days of receipt of the grievance.

F. Step 5 - Arbitration Process

1. If the grievance is not resolved at Step 4 and the employee requests final and binding arbitration, the employee and/or representative shall submit the same employee grievance form to the appointing officer within five (5) working days of the receipt of the appointing officer's decision.

The employee and/or representative shall be entitled to decide whether the American Arbitration Association or the California State Conciliation Service will administer the arbitration and shall notify the appointing officer of the employee's decision as part of the written request for arbitration. If the employee does not so indicate preference, the appointing officer shall decide which agency will administer the arbitration. The appointing officer shall then initiate arbitration by contacting either the American Arbitration Association or the California State Conciliation Service, whichever is selected as above, within ten (10) working days from the date the employee requests arbitration. If the appointing officer does not initiate arbitration as indicated above, the employee may do so within seven (7) additional working days.

2. If the appointing officer requests arbitration, the appointing officer shall initiate arbitration by contacting the American Arbitration association or the California State Conciliation Service and shall give notice to the other party or parties.

3. The arbitrator shall be an impartial person selected from either the American Arbitration Association or the California State Conciliation Service, the agency to be determined as indicated above. The agency shall provide both parties to the grievance with an identical list of five (5) names. If both parties to the grievance cannot agree on an arbitrator from the list provided, within seven (7) days from receipt of the list, they shall have five (5) additional days to strike names alternately from the list until only one name is left. The cost of arbitration shall be equally shared by the employee and the department.

4. The arbitrator's decision cannot supersede Charter provisions, Civil Service Commission Rules, ordinances, memoranda of understanding, the Administrative Code, financial and budgetary appropriations and such other rules and regulations.

PAY EQUITY ADJUSTMENTS

[Implementation of Proposition H (of November 1986) Which Added Charter Section 8.407-1 Regarding Pay Equity]

1. The distribution of Pay Equity funds in fiscal 1987-88, effective July 1, 1987, shall be to eligible classifications as certified by the Civil Service Commission in its 1987 survey, according to a "modified Model I", as follows:

Pay Equity Gap of Class	Salary Adjustment of Class
0% to 20%	22.5% of Pay Equity Gap
over 20%	4 1/2% of Base Pay

2. The distribution of Pay Equity funds in fiscal 1988-89, effective July 1, 1988, shall be to eligible classifications as certified by the Civil Service Commission in its 1988 survey, according to a "modified Model I", as follows:

Pay Equity Gap of Class	Salary Adjustment of Class
0% to 20%	25% of Pay Equity Gap
over 20%	5% of Base Pay

3. Salary adjustments shall be given in each of the two years to all eligible classes whose 5th step 1987-88 Salary Standardization Ordinance salary does not exceed $45,000;

4. Salary adjustments in each of the two years shall be calculated to the nearest salary step on the Salary Standardization Ordinance salary step plan;

5. The maximum cost for the two year plan for eligible City and County employees shall not exceed $35.4 million.

The $35.4 million includes "fringes" (retirement and Social Security costs), where applicable.

The $35.4 million does not include:

-- Costs for the Pay Equity adjustments granted for the Unified School District and the Community College District in the Salary Standardization Ordinance; or

-- Necessary "Internal Adjustments" by Civil Service following the Pay Equity adjustments (in order to maintain promotional and other salary schedule alignments);

6. The existing Pay Equity reserve of approximately $27.8 million shall be released.

7. Total wage increases effective July 1, 1987 and July 1, 1988 shall be considered as part of the base wage rate for the purposes of computing overtime, retirement, shift differential and all other rights and benefits that are a factor of the base wage rate. However, the 1988-89 wage survey conducted pursuant to Charter Section 8.407 shall not include any adjustments awarded for 1987-88 pursuant to Charter Section 8.407-1.

SEC. 16.12. ACCUMULATION OF VACATIONS. Subject to the maximum accumulation allowance of 30 working days in excess of the employee's annual vacation award, an employee may elect not to take his or her entire vacation in any one year. *[Amended Ord. 316-81; App. 1/19/81]*

Amended in Cmte. 3/4/86

FILE NO. 97-86-11

ORDINANCE NO. 97-86

[Vacations]

AMENDING THE SAN FRANCISCO ADMINISTRATIVE CODE BY AMENDING SECTION 16.12 THEREOF TO EXTEND THE TIME IN WHICH TO USE EXCESS VACATION TIME UNTIL ~~OCTOBER 31, 1986~~ JANUARY 9, 1987.

Be it ordained by the People of the City and County of San Francisco:

Section 1. The San Francisco Administrative Code is hereby amended by amending Section 16.12 thereof to read as follows:

NOTE: Additions or substitutions are underlined; deletions are indicated by ((double parentheses)).

Sec. 16.12.

Award and Accrual of Vacation

(a) Beginning with the first full pay period after the effective date of this ordinance, an employee shall be awarded the employee's vacation allowance on the first day of the pay period following the pay period in which the allowance is accrued.

(b) An employee does not accrue vacation allowance in the first year of continuous service, however, at the end of one year of continuous service, an employee shall be awarded a vacation allowance computed at the rate of .0385 of an hour for each hour of paid service in the preceding year.

(c) At the end of five years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance award shall not exceed 40 hours.

(d) At the end of fifteen years of continuous service, an employee shall be awarded a one time vacation allowance

computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance award shall not exceed 40 hours.

(e) The maximum number of vacation hours an employee may accrue consists of 240 hours carried forward from prior years plus the employee's maximum vacation entitlement which is based on the number of years of service. The maximum number of vacation hours which an employee may accrue is as follows:

Years of Continuous Service	Maximum Accrual
1 through 5 years	320 hours
more than 5 through 15 years	360 hours
more than 15 years	400 hours

(f) On the first day of the second pay period following the effective date of this ordinance, employees shall be credited any vacation allowance accrued between January 1, 1985 and the first day of the second pay period following the effective date of this ordinance. In order to prevent employees from unfairly losing accrued vacation allowance in the transition from an award date of January 1 of each year, the limitation on the amount of vacation hours an employee may accrue as set forth in subsection 16.12(e) shall not apply between the effective date of this ordinance and ((May 3, 1986)) ~~October 31, 1986~~. January 9, 1987. Vacation allowance hours in excess of those set forth in section 16.12(e) will be lost if not used before ((May 3, 1986)) ~~October 31, 1986~~. January 9, 1987.

3/4/86 BST

3/4/86 BST

Approved as to Form:
GEORGE AGNOST, CITY ATTORNEY

By _____
Deputy City Attorney

5385E

Board of Supervisors, San Francisco

Passed for Second Reading	$	Finally Passed
March 10, 1986	$	March 17, 1986
Ayes: Supervisors Hongisto Kennedy Molinari Nelder Renne Silver Walker Ward	$	Ayes: Supervisors Britt Hongisto Kennedy Kopp Maher Molinari Nelder Renne Silver Walker
Absent: Supervisors Britt Kopp Maher	$	Absent: Supervisor Ward

I hereby certify that the foregoing ordinance was finally passed by the Board of Supervisors of the City and County of San Francisco

_____
Clerk

File No. 97-86-11

MAR 27 1986
Date Approved

_____
Mayor

SEC. 10.25-1. OFFICERS AND EMPLOYEES INCLUDED WITHIN THE PROVISIONS OF SECTION 10.25-1 THROUGH 10.25-7. The provisions of Section 10.25-1 through 10.25-7 shall apply only to uniformed officers and employees of:

(a) the Police Department;
(b) the Fire Department;
(c) the Sheriff's Department; and
(d) the Municipal Railway. *[Added Ord. 90-62; App. 3/28/62]*

SEC. 10.25-2. UNIFORMED OFFICERS AND EMPLOYEES DEFINED. Uniformed officers and employees are those members of departments listed in Section 10.25-1 who are required by Charter, ordinance or rule of their department to possess a uniform in connection with their employment, whether or not such uniform was worn at the time of the claimed damage. *[Added Ord. 90-62; App. 3/28/62]*

SEC. 10.25-3. REPLACEMENT OR REPAIR OF DAMAGED EQUIPMENT, PROPERTY OR PROSTHESES OF UNIFORMED OFFICERS AND EMPLOYEES. Uniformed officers and employees may recover part of all of the cost of replacing or repairing equipment, property or prostheses which has been damaged or destroyed in the line of duty and without fault of the officer or employee in the manner provided in Sections 10.25-4 through 10.25-7. *[Amended Ord. 72-81; App. 2/5/81]*

SEC. 10.25-4. TIME IN WHICH VERIFIED CLAIM MUST BE FILED. A verified claim must be filed with the department head of the officer or employee within 30 days after the date upon which the damage is alleged to have occurred. *[Added Ord. 90-62; App. 3/28/62]*

SEC. 10.25-5. REQUISITES FOR PAYMENT; AVAILABILITY OF FUNDS; CERTIFICATION OF DEPARTMENT HEAD. Payment under the provisions of this section shall be made by the Controller when:

(a) a verified claim has been filed;

(b) the department head certifies to the Controller that the damage occurred in the line of duty and that the amount certified for payment is fair and reasonable; and

(c) funds are available for the purpose. *[Added Ord. 90-62; App. 3/28/62]*

SEC. 10.25-6. LIMITATION ON RECOVERY. Subject to the approval of the Controller and the Board of Supervisors by resolution, the department head of each department specified under Section 10.25-1 may by regulation establish classifications of equipment, property or prostheses that are, in the opinion of such department head, reasonably necessary in the performance of the uniformed officer's or employee's duties and set the maximum amount not to exceed actual value which may be recovered for the replacement or repair of specific items within such classifications. Such department heads shall notify all uniformed officers and employees by periodic informational bulletins or similar means of all regulations authorized by this section. *[Amended Ord. 72-81; App. 2/5/81]*

SEC. 10.25-7. CONTROLLER TO ESTABLISH RULES AND REGULATIONS. The Controller shall establish such rules and regulations and devise such forms as he or she deems necessary to carry out the purposes of this section. Observance of such rules and regulations and the use of such forms shall be binding and obligatory on the claimant and the department head concerned. *[Added Ord. 90-62; App. 3/28/62]*

SEC. 10.25-8. CLAIM BY AN OFFICER OR EMPLOYEE OTHER THAN THOSE SPECIFIED IN SECTION 10.25-1. A claim by an officer or employee other than those specified in Section 10.25-1 hereinabove shall be subject to all the provisions of Sections 10.25-1 through 10.25-7 of this code; with the further proviso that if the Board of Supervisors finds that the damage or loss occurred in the line of duty and without fault of the officer or employee and was occasioned by unusual circumstances or the occurrence of an extraordinary event the Board may by resolution adopted by a three-fourths vote of all its members order that the claim or any part thereof be paid, provided that the Controller has certified that moneys are available from the proper funds or appropriations with which to pay the said claim. *[Added Ord. 226-62; App. 8/23/62]*

APPENDIX "D-2" FILE NO. 83[illegible] ORDINANCE NO. 207-0

SAN FRANCISCO ADMINISTRATIVE CODE

(Claims)

AMENDING SAN FRANCISCO ADMINISTRATIVE CODE BY ADDING SECTION 10.25-9 REGARDING EMPLOYEE CLAIMS FOR STOLEN PROPERTY.

Be it ordained by the People of the City and County of San Francisco

Section 1. The San Francisco Administrative Code, Chapter 10, Article II is hereby amended by adding Section 10.25-9 thereto, reading as follows:

Sec. 10.25-9. Claim by an Officer or Employee Other Than Those Specified in Section 10.25-1 for Stolen Property.

A claim by an officer or employee other than those specified in Section 10.25-1 hereinabove for reimbursement for property stolen through no fault of the officer or employee while in the course of his or her duties for the City shall be subject to all the provisions of sections 10.25-4 through 10.25-7, with the further proviso that the appointing officer shall certify that said property was necessary to the performance of the duties of the position, provided further that payment shall be made subject to resolution adopted by three-fourths vote of all the members of the Board of Supervisors, and provided further that the Controller has certified that moneys are available from the proper funds or appropriations with which to pay said claim.

Section 2. This ordinance shall only cover claims for property stolen on or after July 1, 1963.

APPROVED AS TO FORM:
GEORGE AGNOST, City Attorney

By [signature]
Deputy City Attorney